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7 Special Counsel to Richard A. Marshack, Chapter 11 Trustee  
8

9 **UNITED STATES BANKRUPTCY COURT**

10 **CENTRAL DISTRICT OF CALIFORNIA - SANTA ANA DIVISION**

11

12 In re:

13 THE LITIGATION PRACTICE GROUP,  
14 P.C.,

15 Debtor.

Chapter 11

Case No. 8:23-bk-10571-SC

16

17 **NOTICE OF POTENTIAL ASSUMPTION  
AND ASSIGNMENT TO  
COUNTERPARTIES TO EXECUTORY  
CONTRACTS AND UNEXPIRED LEASES  
OF THE LITIGATION PRACTICE  
GROUP, P.C. – OPERATING  
CONTRACTS**

18 **Assumption Hearing**

19 Date: September 27, 2023  
20 Time: 1:30 p.m. (Pacific Time)  
21 Location: Courtroom 5C<sup>1</sup>  
411 West Fourth Street  
Santa Ana, CA 92701

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28 <sup>1</sup> Video and audio connection information for each hearing will be provided on Judge Clarkson's publicly posted hearing calendar, which may be viewed online at: <http://ecf-ciao.cacb.uscourts.gov/CiaoPosted/?jid=SC>.

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2       **PLEASE TAKE NOTICE** that on August 2, 2023, the Court entered an order [Dkt. No. 352]  
3 (the "Sale Order") approving the sale of substantially all of the assets of the Litigation Practice Group,  
4 P.C. (the "Debtor") to Morning Law Group PC (the "Buyer"), pursuant to the terms of that certain  
5 Asset Purchase Agreement (the "APA"). As set forth more fully in the Sale Order, the Court approved  
6 procedures for the assumption by the Debtor and assignment to the Buyer of certain executory  
7 contracts and unexpired leases (the "Potentially Assumed Agreements"), pursuant to § 365 of title 11  
8 of the United States Code (the "Bankruptcy Code").<sup>2</sup> The Potentially Assumed Agreements are  
9 described in Exhibit "A" attached to this Notice. These Contracts represent operating contracts, and  
10 DO NOT include the CLIENT CONSUMER CONTRACTS. Further notices related to CLIENT  
11 CONSUMER CONTRACTS will be filed at a later date. The amount shown on Exhibit "A" with  
12 respect to each Potentially Assumed Agreement is the "Cure Amount," which is the amount (if any)  
13 the chapter 11 trustee (the "Trustee") asserts is owed to cure any defaults existing under a Potentially  
14 Assumed Agreement. The Potentially Assumed Agreements are those contracts and leases that the  
15 Trustee believes may be assumed and assigned as part of the orderly transfer of assets under the APA;  
16 however, the Buyer may choose to exclude certain of the Potentially Assumed Agreements from the  
17 list of executory contracts and unexpired leases that are ultimately assumed and assigned under the  
18 APA, as provided for in the APA. Removal of a Potentially Assumed Agreement from this list will  
19 remove it from the Assumed Agreements being assigned to Buyer. ***You may be a party to a Potentially***  
20 ***Assumed Agreement and should carefully review this Notice in its entirety. If you signed a contract***  
21 ***with Litigation Practice Group, this Notice may affect you. Please read this notice and the***  
22 ***attached Exhibit A carefully, and please seek legal counsel if you do not understand the Notice.***  
23 **If none of them would be affected by this Ex A, then no need to add.**

24

**PLEASE TAKE FURTHER NOTICE** that if you object to the assumption and assignment  
25 of your Potentially Assumed Agreement (including an objection based on adequate assurance of future  
26 performance by the Buyer under the Potentially Assumed Agreement) or if you disagree with the Cure  
27 Amount shown for your Potentially Assumed Agreement on Exhibit "A" to which you are a party, you  
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<sup>2</sup> Unless otherwise defined herein, all references to "Section" or "§" refer to a section of the Bankruptcy Code.

1 must file in writing with the United States Bankruptcy Court for the Central District of California, 411  
2 West Fourth Street, Santa Ana, CA 92701, an objection (an "Assumption Objection") on or before  
3 **September 13, 2023 at 5:00 p.m. (prevailing Pacific Time)**. Any Assumption Objection must set  
4 forth the specific default or defaults alleged and set forth any cure amount as alleged by you. If a  
5 Potentially Assumed Agreement is assumed and assigned pursuant to a Court order approving same,  
6 then unless you have filed an Assumption Objection, you will be paid the Cure Amount set forth  
7 herein, if any, and Buyer will assume (take over) your Agreement. Any counterparty to a Potentially  
8 Assumed Agreement that fails to timely file and serve an Assumption Objection shall be forever barred  
9 from asserting that a Cure Amount is owed in an amount in excess of the amount, if any, set forth in  
10 the attached "Exhibit A."

11       **Any Assumption Objection must be filed with the Court and actually received by the**  
12 **Assumption Notice Parties (defined below) by no later than September 13, 2023 at 5:00 p.m.**  
13 **(prevailing Pacific Time).**

14       **PLEASE TAKE FURTHER NOTICE** that any Assumption Objection you may file must be  
15 served on the following parties ("Assumption Notice Parties") not later than the applicable Assumption  
16 Objection Deadline: (i) general counsel to the Trustee: Marshack Hays LLP, 870 Roosevelt, Irvine,  
17 California 92620 (Attn: D. Edward Hays (ehays@marshackhays.com) and Laila Masud  
18 (lmasud@marshackhays.com)); (ii) special counsel to the Trustee: Dinsmore & Shohl LLP, 655 West  
19 Broadway, Suite 800, San Diego, California 92101 (Attn: Christopher B. Ghio  
20 (christopher.ghio@dinsmore.com)); (iii) counsel to the Official Committee of Unsecured Creditors:  
21 Fox Rothschild LLP, 10250 Constellation Boulevard, Suite 900, Los Angeles, California 90067 (Attn:  
22 Keith C. Owens (kowens@foxrothschild.com) & Nicholas A. Koffroth  
23 (nkoffroth@foxrothschild.com) ; (iv) counsel to the Buyer: Danning, Gill, Israel & Krasnoff, LLP,  
24 1901 Avenue of the Stars, Suite 450 Los Angeles CA 90067-6006; Attn: Zev  
25 Shechtman(zs@DanningGill.com) and Buyer Joshua Armstrong, INVICTUS ADVISORS LLP, 2625  
26 Townsgate Road, Suite 330, Westlake Village, CA 91361 (jarmstrong@invictusadvisors.com) (v) the  
27 Monitor, Nancy Rapoport, at nancy.rapoport@unlv.edu; and (vi) the Office of the United States  
28 ///

1 Trustee ("U.S. Trustee"): 411 West Fourth Street, Suite 7160, Santa Ana, CA 92701 (Attn: Kenneth  
2 M. Miskin (Kenneth.M.Miskin@usdoj.gov).

3           **PLEASE TAKE FURTHER NOTICE** that the Buyer shall be responsible for satisfying any  
4 requirements regarding adequate assurance of future performance that may be imposed under §§  
5 365(b) and (f) in connection with the proposed assignment of any Potentially Assumed Agreement.  
6 The Court shall hold a hearing on **September 27, 2023 at 1:30 p.m. (prevailing Pacific Time) at 411**  
7 **West Fourth Street, Santa Ana, CA 92701, in Courtroom 5C or via ZoomGov**, (the "Assumption  
8 Hearing") on any Objections and make its determinations concerning, among other things, §§ 365(b)  
9 and (f), including the adequacy of any proposed Cure Amount and adequate assurance of future  
10 performance under the Potentially Assumed Agreements. Parties wishing to make an appearance by  
11 Zoom for Government, a free service that provides audioconference capabilities, should review the  
12 Court's tentative rulings page, which can be accessed through  
13 <https://www.cacb.uscourts.gov/judges/honorable-scott-c-clarkson>. Parties should also consult the  
14 **NOTICE OF VIDEO AND TELEPHONIC APPEARANCE PROCEDURES FOR JUDGE SCOTT**  
15 **CLARKSON'S CASES** for specific procedures and further information.

16           **PLEASE TAKE FURTHER NOTICE** (i) that Objections may be resolved by the Court at  
17 the Assumption Hearing, (ii) except to the extent otherwise provided in the APA with the Buyer,  
18 pursuant to § 365(k), the Debtor and its estate shall be relieved of all liability accruing or arising after  
19 the effective date of assumption and assignment of the Potentially Assumed Agreements, and (iii)  
20 nothing contained herein shall obligate the Trustee or the Debtor's estate to assume any Potentially  
21 Assumed Agreement or to pay any Cure Amount.

22           **PLEASE TAKE FURTHER NOTICE THAT IF YOU DO NOT TIMELY FILE AND**  
23 **SERVE AN ASSUMPTION OBJECTION AS STATED ABOVE, THE COURT MAY**  
24 **APPROVE ASSUMPTION AND ASSIGNMENT OF THE POTENTIALLY ASSUMED**  
25 **AGREEMENTS WITH NO FURTHER NOTICE.**

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1           **ANY COUNTERPARTY TO ANY POTENTIALLY ASSUMED AGREEMENT WHO**  
2           **DOES NOT FILE A TIMELY ASSUMPTION OBJECTION TO THE CURE AMOUNT FOR**  
3           **SUCH POTENTIALLY ASSUMED AGREEMENT IS DEEMED TO HAVE CONSENTED**  
4           **TO SUCH CURE AMOUNT.**

5  
6 Dated: September 6, 2023

Respectfully submitted,

7           **DINSMORE & SHOHL LLP**

8  
9           *By: /s/ Yosina M. Lissebeck*

10           Special Counsel to Richard A. Marshack,  
11           Chapter 11 Trustee

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2                   **EXHIBIT "A"**  
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4                   **Schedule of Potentially Assumed Contracts – Cure Amounts**  
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7	<b>CONTRACT</b>	<b>CURE AMOUNT</b>
8	Google Workspaces (Phoenix and Maverick email hosting) 1600 Amphitheatre Pkwy Mountain View, CA 94043	Trustee informed and believes that there is no cure amount for these contracts
9	Zoom (phone services) 55 Almaden Blvd, Suite 600 San Jose, CA, 95113	Trustee informed and believes that there is no cure amount for these contracts
10	Amazon Web Services (AWS) 410 Terry Avenue North Seattle, WA 98109-5210  - Luna - LPG -	Trustee informed and believes that there is no cure amount for these contracts
11	BoldSign 2501 Aerial Center Parkway, Suite 111 Morrisville, NC 27560	Trustee informed and believes that there is no cure amount for these contracts
12	SendGrid (Twilio) 101 Spear Street, First Floor San Francisco, CA 94105	Trustee informed and believes that there is no cure amount for these contracts
13	WorldPay C/O FIS Global 347 Riverside Ave Jacksonville, FL 32204	Trustee informed and believes that there is no cure amount for these contracts
14	Revolv3, Inc. 381 Forest Ave C Laguna Beach, CA 92651	Trustee informed and believes that there is no cure amount for these contracts
15	Brivo (Security system - fobs for doors) 7700 Old Georgetown Road, Suite 300 Bethesda MD, 20814 USA	Trustee informed and believes that there is no cure amount for these contracts
16	Quickbooks – Data Only 448 Fairchild Dr Mountain View, CA 94043	Trustee informed and believes that there is no cure amount for these contracts

## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: 655 W. Broadway, Suite 800, San Diego, California 92101

A true and correct copy of the foregoing document entitled **NOTICE OF POTENTIAL ASSUMPTION AND ASSIGNMENT TO COUNTERPARTIES TO EXECUTORY CONTRACTS AND UNEXPIRED LEASES OF THE LITIGATION PRACTICE GROUP, P.C. – OPERATING CONTRACTS**

will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On September 6, 2023, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

Service information continued on attached page

**2. SERVED BY UNITED STATES MAIL:**

On September 6, 2023, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

**3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served):** Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on September 6, 2023, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

**JUDGE'S COPY - VIA FEDEX**

The Honorable Scott C. Clarkson  
United States Bankruptcy Court  
Central District of California  
Ronald Reagan Federal Building and Courthouse  
411 West Fourth Street, Suite 5130 / Courtroom 5C  
Santa Ana, CA 92701-4593

Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

September 6, 2023  
Date

Caron Burke  
Printed Name

/s/ Caron Burke  
Signature

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):**

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Eric Bensamochan on behalf of Interested Party Courtesy NEF  
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Douglas A Plazak on behalf of Defendant Scott James Eadie

---

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

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Paul R Shankman on behalf of Creditor United Partnerships, LLC  
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**2. SERVED BY UNITED STATES MAIL:**

Google Workspaces (   
1600 Amphitheatre Pkwy  
Mountain View, CA 94043

Zoom (phone services)  
55 Almaden Blvd, Suite 600  
San Jose, CA, 95113

Amazon Web Services (AWS)  
410 Terry Avenue North  
Seattle, WA 98109-5210

BoldSign  
2501 Aerial Center Parkway, Suite 111  
Morrisville, NC 27560

SendGrid (Twilio)  
101 Spear Street, First Floor  
San Francisco, CA 94105

WorldPay  
C/O FIS Global  
347 Riverside Ave  
Jacksonville, FL 32204

Revolv3, Inc.  
381 Forest Ave C  
Laguna Beach, CA 92651

Brivo (Security system - fobs for doors)  
7700 Old Georgetown Road, Suite 300  
Bethesda MD, 20814 USA

Quickbooks - Data Only  
448 Fairchild Dr  
Mountain View, CA 94043